

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

v.

THE CHEESECAKE FACTORY, INC.

CV 08-1207-PHX-NVW

**INDEX OF EXHIBITS TO
OPPOSITION TO MOTION TO INTERVENE
AND CROSS-MOTION TO STAY PROCEEDINGS
AND COMPEL ARBITRATION**

- | | |
|-----------|--|
| Exhibit A | Fitzpatrick's Handbook Receipt & Confidentiality Agreement, dated October 31, 2004 |
| Exhibit B | Miller's Handbook Receipt & Confidentiality Agreement, dated October 31, 2004 |

EXHIBIT A

HANDBOOK RECEIPT & CONFIDENTIALITY AGREEMENT

Originally issued 2/93

Revised 3/02

Initial: BF I acknowledge receipt of a copy of The Cheesecake Factory staff member handbook and other training materials relevant to my job. I understand that this Handbook and other materials contain important information on some of The Cheesecake Factory's general personnel policies and on my privileges and obligations as an employee of this Company. I acknowledge that it is my responsibility to read and adhere to the guidelines in all material. I am aware that The Cheesecake Factory may, in its sole discretion, change, rescind or add to any policies, benefits or practices described in this handbook or other training material and that I must abide by the new policies and practices.

Initial: BF I understand and acknowledge that the Company's staff member handbook sets forth specific rules and guidelines staff member conduct ("The Forbidden"). It is my responsibility to adhere to these rules and guidelines as well as other rules and guidelines which may be established by the Company from time to time. I understand that the Company's "Forbidden List" is not an exhaustive list of prohibited conduct, and that a violation of the "Forbidden List" or any other prohibited conduct may lead to disciplinary action, up to and including discharge.

Initial: BF I also understand that the Handbook and other training materials are not, nor should they be considered to be, an agreement or contract of employment, express or implied. I further acknowledge and understand that my employment with The Cheesecake Factory is and at all time remains at will. This means that I have the right to terminate employment at any time, for any reason, without cause. Likewise, The Cheesecake Factory may terminate my employment at any time, for any reason, with or without cause.

Initial: BF I understand that I will be given or exposed to materials that are considered proprietary or confidential in nature. Items such as this Handbook and the Development Guides are the sole property of The Cheesecake Factory, and are intended for staff members' use only. I understand that I may not share, sell, photocopy or distribute any of these materials to any other individual, business or corporation, either during or after my employment. Also, depending on my position, I may be exposed to recipes and preparation methods. I understand that recipes and preparation methods are highly confidential and that I may not reveal or share this information with anyone or for any reason, either during or after my employment. By signing this document, I agree that I will not divulge recipes, ingredients or preparation methods either verbally or in writing to any other party, at any time, for any reason. I also understand that it is against Company policy to make or possess copies of recipes for any non-Company use, or for the use of others. Upon termination of my employment, I shall return all copies of any recipes or preparation methods that may be in my possession. I understand that I am bound by this Confidentiality Agreement during and after my employment by The Cheesecake Factory. Failure to adhere to this Confidentiality Agreement may lead to disciplinary action, discharge, and/or legal action.

Initial: BF I understand that the Cheesecake Factory maintains a written Injury and Illness Prevention Program (IIPP) which is in accord with the federal and state Occupational Safety and Health Acts, as well as the General Industry Safety Orders. The IIPP is administered in the restaurant by the general manager, with the assistance and guidance of the restaurant's safety manager. I also understand and acknowledge that it is my responsibility to read The Cheesecake Factory's Safety Policy and abide by the requirements of such policy.

Initial: BF I understand and acknowledge that the Company has a zero tolerance drug and alcohol policy. I further understand that pursuant to the Company's drug and alcohol policy, the Company may test staff members who are suspected of using drug/alcohol on the job or reporting to work under the influence of following a work related injury or accident.

Initial: BF I understand and acknowledge that the Company uses the "Rate In Effect" method for determining the applicable overtime rate. I understand that under this method, if I work in two different job classifications, I will be paid 1 ½ times the regular rate of pay for the job classification I am working in at the time I become eligible for overtime compensation.

Initial: BF I recognize that differences may arise between me and the Company during, or following my employment with the Company. I agree to participate in impartial dispute-resolution proceedings as a condition of and as consideration for the offer of employment by the Company. If I or the Company determines that the Company's internal procedures for handling claims (including but not limited to, reporting claims to my manager, the Area Director, the CARELINE and/or the Company's staff relations department), have not resulted in a mutually acceptable resolution of disputes between me and the Company, I agree to participate in arbitration proceedings.

Initial: BF I understand that security cameras may be in use within Company restaurants and other premises to monitor for security, theft, injury and other reasons. I hereby consent to such video surveillance.

Staff Member Name (print): Bryce Fitzpatrick
Signature: Bryce Fitzpatrick Date: 10/31/04
Cheesecake Factory Location: Chandler
Work Group: _____

Remove this page from the Handbook. Photocopy this signed form and give to staff member; place original in staff member's file.

EXHIBIT B

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Staff Member Name (print): Albert Miller Jr.
 Signature: Albert Miller Jr. Date: 10/31/04
 Cheesecake Factory Location: Chandler, AZ
 Work Group: Server

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